

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO

Spectrum Laboratories, LLC,)	
)	
Plaintiff,)	Case No. 1:20-cv-00986
)	
v.)	Judge Michael R. Barrett
)	
513 Ventures, LLC,)	
)	
Defendant.)	

April 29, 2021 Declaration of Christopher A. Swain, II

I, Christopher A. Swain, II, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called as a witness, could and would competently testify to them.
2. I currently work for Spectrum Laboratories, LLC as Digital Technology Manager.
3. Years before I worked for Spectrum, I founded 513 Ventures, LLC ("513") with Robert Grimm around 2005.
4. I was a 50/50 owner of 513 with Mr. Grimm (and then with his company) until I resigned from 513 around 2014.
5. While I owned and worked for 513, it was a product reseller. This means that 513 would act as a distributor or middleman to purchase products from third-parties and then resell those products for a profit. 513 resold products online. My understanding is that 513 has maintained that same business model as a reseller since I left the company and still does today.

6. At 513, I was involved with the 513 business, its operations, and its websites (including search engine optimization (SEO) work on the websites), and therefore I am familiar with those activities by 513 during my tenure at 513.

7. When I started 513 in 2005, it first operated at least two websites that sold synthetic urine and other products that did not contain Spectrum's QUICK FIX trademark in the domain name: DetoxForLess.com and Pass—Drug—Test.com. 513 sold Spectrum's QUICK FIX product on both websites and still sells it on DetoxForLess.com today.

8. Around 2006, 513 began using the QuickFixUrine.com domain name and setup an online store at that domain name to exclusively sell Spectrum QUICK FIX.

9. Through the online store at QuickFixUrine.com, 513 resold only Spectrum's QUICK FIX synthetic urine products. 513 did not notify Spectrum or seek permission from Spectrum prior to using that domain name or before setting up the online store at that domain name.

10. Spectrum's QUICK FIX has been the most popular product synthetic urine product since at least 2000, and the QUICK FIX trademark has been the most well known and trusted brand name in that particular market. So there was a benefit for 513 to sell the QUICK FIX product and to use the popular QUICK FIX trademark in the domain name for an online store to attract customers looking for QUICK FIX.

11. About one year after the QuickFixUrine.com website went live, around 2007, a Spectrum employee named Matt Berlage contacted me about the website. He demanded that 513 stop using the domain name because it contained Spectrum's QUICK FIX trademark.

12. Later, likely still in 2007, I spoke with Spectrum's President Matt Stephens about the issue raised by Mr. Berlage. Mr. Stephens said that 513 could continue to use the QuickFixUrine.com domain name, but must "play by Spectrum's rules" and cannot sell non-Spectrum synthetic urine or any other third-party products on the website. Mr. Stephens and I agreed that Spectrum could revoke or terminate its permission allowing 513 to use the QUICK FIX domain name or QUICK FIX trademark at any time for any reason, and especially if 513 did not comply with Spectrum's demands, rules, or requirements regarding use of the QUICK FIX mark in a domain name or elsewhere. Because the QUICK FIX trademark is owned by Spectrum and would remain Spectrum's exclusive property, I understood that Spectrum would own any rights to domain names with the QUICK FIX mark and would be able to take them back at any time if it chose.

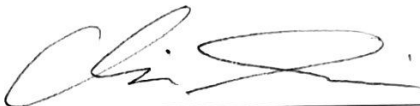
13. 513 agreed to this arrangement because it had no right to use the QUICK FIX mark without Spectrum's permission, and there was significant financial upside for 513 to use the QUICK FIX trademark in the domain name of a website because it would attract customers looking for QUICK FIX and allow 513 to sell more QUICK FIX, even if it was only for an indefinite period of time due to its revocable nature. To the extent 513 invested resources in the QuickFixUrine.com domain name or in the website at that domain name, it was worthwhile to make those investments because there was sufficient financial upside of making those investments, despite the known risk that Spectrum could take back the domain name at any time.

14. I am not aware of any written license agreement between Spectrum and 513 subsequent to the oral agreement that 513 and Spectrum made through Mr. Stephens and

me. While I was at 513, I considered any use of Spectrum's QUICK FIX trademark was done pursuant to the oral agreement between Mr. Stephens and myself as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 29, 2021.



Christopher A. Swain, II